Ross v. *Ross*, 129 Mass. 252; *Stewart* v. *Stewart*, 31 N. J. Eq. 407; *Sunderland Estate*, 60 Ia. 732; *Keegan* v. *Geraghty*, 101 Ill. 26. The English courts seem to hold that it is the law of the father's domicile at the time of the birth of the child which should determine the effect of a subsequent marriage of the parents, not the law of the father's domicile at the time of the act upon which is based the claim of legitimation. *Udney* v. *Udney*, L. R. 1 Sc. App. 441; *Goodman* v. *Goodman*, 3 Giff. 643; *Munro* v. *Munro*, 7 Cl. & F. 842. The laws of the different states vary touching the legitimation of bastards. By the law of some of the states a subsequent inter-marriage of the parents, standing alone, will effect this result; in other states, the father's acknowledgment alone suffices; and in others there must be both an inter-marriage and an acknowledgment by the father. *Keegan* v. *Geraghty*, *supra*; *Crane* v. *Crane*, 31 Ia. 296; *Bailey* v. *Boyd*, 59 Ind. 297; MINOR'S CONFL. OF LAWS, sec. 99.

CONFLICT OF LAWS—LEX LOCI—LEX FORI—RIGHT OF ACTION IN ENGLAND FOR ACTS IN FOREIGN COUNTRY—TERRITORIAL WATERS.—British goods on board a British ship within the territorial waters of Muscat, were seized by an officer of the British navy under the authority of a proclamation issued by the Sultan, the sovereign ruler of Muscat. In an action brought by the plaintiff for the conversion of the goods, in the courts of England, *Held*, that the seizure having been shown to be lawful by the law of Muscat, no action could be maintained in this country by the owner of the goods against the naval officer. *Carr* v. *Francis Times & Co.* (1902), 2 K. B. 176.

In order to maintain an action for an injury to the person or to the movable property, English and some American courts hold that the wrong must be one which would be actionable by the law of the place where the redress is sought, as well as by the law of the place where the wrong was done; *The Halley*, L. R. 2 P. C. 193, 204; *Phillips* v. *Eyre*, L. R. 6 Q. B. 1, 28, 29; *Wooden* v. *Western N. Y. & Penn. Ry. Co.*, 126 N. Y. 10; *Ash* v. *Balt. & Ohio Ry. Co.*, 72 Md. 144. Other courts, and it seems the great majority of American courts, hold that a private action may be maintained in one state if not contrary to its own policy, for such a wrong done in another and actionable there, although a like wrong, would not be actionable in the state where the suit is brought. *Smith* v. *Condry*, 1 How. 28; *Texas Ry. Co.* v. *Cox*, 145 U. S. 593; *Huntington* v. *Attrill*, 146 U. S. 670; *Eingarten* v. *Ill. Steel Co.*, 94 Wis. 70; *Walsh* v *N. Y. Ry. Co.*, 160 Mass. 571; *Pullman Palace Car Co.* v. *Lawrence*, 74 Miss. 782.

CONSTITUTIONAL LAW—SUMMARY SALE OF TRESPASSING ANIMALS.—A statute made it unlawful for cattle to run at large, and allowed the pound-master, upon ten days' published notice, to sell trespassing animals, and to apply the proceeds to the payment of damages caused by them, and the fees and cost of the proceeding. On suit to recover the value of a horse thus sold, *Held*, that the statute was unconstitutional. *Greer* v *Downey* (1903), — Ariz. T. —, 71 Pac. Rep. 900.

Statutes providing for a summary sale of stray animals, without hearing, for payment of costs and expenses of the proceeding, are sustained under the police power. Notice, actual or by publication, is generally required, and in case of a fine or penalty, there must be an opportunity for judicial investigation. DILLON, MUNIC. CORP. (3rd. ed.) sec. 348; INGHAM ON ANIMALS, sec. 80; COOLEY, CONS. LIM. (6th ed.) 726; *Wilcox* v. *Hemmings* (1883), 58 Wis. 144, 15 N. W. 435, 46 Am. Rep. 625; *Ft. Smith* v. *Dodson* (1885), 46 Ark. 296, 55 Am. Rep. 589; *Burdet* v. *Allen* (1891), 35 W. Va. 347, 13 S. E. 1012, 14 L. R. A. 337; *Wilson* v. *Beyers* (1892), 5 Wash. 303, 32 Pac. 90, 34

Am. St. Rep. 858; *Gilchrist* v. *Schmidling* (1873), 12 Kan. 263; *Mayor* v. *Lanham* (1881), 67 Ga. 735; *Campau* v. *Langley* (1878), 39 Mich. 451, 33 Am. Rep. 414. The principal case is decided upon the recognized distinction that such a sale for the purpose of satisfying private damages would amount to a deprivation of property without due process of law. COOLEY, CONS. LIM. 445; *Rockwell* v. *Nearing* (1866), 35 N. Y. 302; *Armstrong* v. *Traylor* (1895), 87 Tex. 598, 30 S. W. 440; *Bullock* v. *Geomble* (1867), 45 Ill. 218. Holding that in all cases there must be an opportunity for judicial investigation, see *Varden* v. *Mount* (1879), 78 Ky. 86, 39 Am. R. 208; *Donovan* v. *Vicksburg* (1855), 29 Miss. 247, 64 Am. Dec. 143.

CONTRACT—PUBLIC POLICY—GENERAL RESTRAINT OF TRADE.—Defendant sold his business and good-will to plaintiff, and covenanted never again to engage in the same line of business in any part of the United States. Bill in equity to restrain a breach of this covenant. *Held*, on demurrer, that the contract was valid and enforceable. *National Enameling & Stamping Co.* v. *Haberman* (1903), 120 Fed. Rep. 415.

This conclusion was reached, though the contract was admitted to be in general restraint of trade. The court assumes the premise that under the enlarged commercial conditions of the country the covenant is reasonable, and thus eliminates the question chiefly discussed in the cases on the subject. *Mitchel* v. *Reynolds* (1 P. Wms. 181) and note; 1 Smith's Leading Cases, 5th Am. ed. p. 515. The modern cases seem to leave little room for the operation of the old doctrine of the invalidity of contracts in restraint of trade, as laid down in *Mitchel* v. *Reynolds*, *supra; Alger* v. *Thacher*, 19 Pick. 51, and the older authorities. See *Diamond Match Co.* v. *Roeber*, 106 N. Y. 473, 13 N. E. Rep. 419, 60 Am. Rep. 464; *Nordenfelt* v. *Maxim, etc. Gun Co.*, L. R. (1894), A. C. 535. The interest of the public in the defeat of these contracts, is, however, still given much weight in some jurisdictions. *Consumer's Oil Co.* v. *Nunanemaker*, 142 Ind. 560, 41 N. E. 1048, 51 Am. St. Rep. 193; *Gamewell Tel. Co.* v. *Crane*, 160 Mass. 50, 35 N. E. Rep. 98, 22 L. R. A. 673. The matter is regulated by statute in some states. Code of Georgia, sec. 2750; California Civil Code, sec. 1673. The California code commissioners, in their note to a strict provision on the subject, remark that, "Contracts in restraint of trade have been allowed by modern decisions to a very dangerous extent."

CONTRACT—VALIDITY—RELEASE OF EMPLOYER FROM LIABILITY TO NEXT OF KIN FOR INJURY TO EMPLOYEE.—Plaintiff's minor son was killed while in the employ of defendant railway company. In an action by the father for the loss of his son's services defendant put in evidence a written contract whereby, in consideration of the employment, plaintiff had released the company from all liability to him for any injury which the son might sustain while so employed, The statutes of the state declared that such contracts as the above, *between employer and employee* should be deemed null and void as against public policy. Also that, any act of negligence in connection with railway employment whereby serious injury, *but not death*, resulted to another, should be deemed criminal negligence. *Held*, that the contract was valid and a bar to the action. *New* v. *Southern Ry. Co.* (1902), — Ga. —, 42 S. E. Rep. 391, 59 L. R. A. 115.

Cook v. *Western & A. Ry. Co.*, 72 Ga. 48, was overruled as having been decided upon an erroneous interpretation of the statute concerning criminal negligence. In the recent case of *Tarbell* v. *Rutland Ry. Co.*, 73 Vt. 347, 51 Atl. 6, 56 L. R. A. 656, the supreme court of Vermont passed upon similar questions